

## OGC Has Reviewed

OGC 73-0593

4 April 1973

MEMORANDUM FOR: DD/Pers/SP

SUBJECT : Additional Amendment to GEHA Bylaws for  
Election of Directors

For the record it should be noted that in addition to the proposed amendment forwarded to you by my memorandum of 29 March, adoption of that amendment would also mean that sections 5, 6, 7, 8 and 9 of the existing Article V would become sections 5, 6, 7 and 8.



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Associate General Counsel

OGC:RHL:sin

Original - Addressee

1 - OGC Subj: INSURANCE ✓

1 - RHL signer

1 - Chrono

death benefits of your insurance paid in the order of precedence noted below. If you are survived by a designated beneficiary, the benefits will be paid to the beneficiary. If there is no designated beneficiary surviving, the benefits will be paid to the survivors falling in category (1); and if you have no survivor falling in category (1), the benefits will be paid to the survivors falling in category (2); and so on, as necessary, to the other categories.

- (1) Your widow or widower.
- (2) Your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child.
- (3) Your parents in equal shares or the entire amount to the surviving parent.
- (4) The duly appointed executor or administrator of your estate.
- (5) Your next of kin under the laws of your domicile at the time of your death.

If you want to name a beneficiary or change the designation, you can do so by filing a written notice, signed and witnessed, with your employing office which can supply appropriate forms for this purpose. A witness to the designation may not receive payment as a beneficiary. You do not need the consent of anyone to change your beneficiary. A designation of beneficiary is automatically canceled on the day you transfer to another agency or 31 days after you cease to be insured. If your insurance is continued or reinstated when you retire or while

you are receiving employees compensation your designation of beneficiary remains in effect. If you transfer to another agency or reacquire insurance for any reason and still want your insurance benefits paid to a designated beneficiary, you must file another designation with your employing office. Such designation to be valid, must be received by your employing office before your death.

If you name more than one beneficiary be sure to specify their respective interests in your insurance benefits, otherwise they will share equally. If a designated beneficiary dies before you do, his rights and interests in your insurance benefits end automatically.

If any person otherwise entitled to payment as explained above fails to make claim within one year after your death, or if payment to such person within that period is prohibited by Federal statute or regulation, payment may be made in the order of precedence shown above as if such person had died before you.

If, within two years after your death, no claim has been made by any person entitled to payment as explained above, payment may be made to a claimant who in the judgment of the U. S. Civil Service Commission is equitably entitled thereto.

When your beneficiary or other survivor becomes entitled to receive your insurance, he may make arrangements with the Office of Federal Employees' Group Life Insurance for the benefits to be paid in a manner other than in a lump sum, if he so desires. However, such arrangements may not be made in advance of your death.

PAB 5611

## FEDERAL EMPLOYEES GROUP LIFE INSURANCE PROGRAM

### CERTIFICATE—REGULAR INSURANCE



EMPLOYEE'S NAME

### THIS CERTIFICATE



The Group Policy which provides the insurance referred to in this Certificate may be modified or terminated as may be required by any change in the Federal Employees Group Life Insurance law or for other reasons. Any such modification or termination, however, will not affect adversely any claim arising from death or injury occurring before the modification or termination.

explains, in general, the rights and benefits available to Federal and District of Columbia civilian employees who are insured under the provisions of the Group Policy purchased by the U. S. Civil Service Commission in accordance with the Federal Employees Group Life Insurance law.

This Certificate summarizes, for your information, the important provisions of the Group Policy relating to regular insurance. It is *NOT* a contract of insurance. Your rights and benefits under the law and the Group Policy at any time are dependent upon the facts in your individual case. If you have any question regarding your insurance, your employing office can furnish any needed information for you.

While insured, you pay your share of the cost of insurance through payroll withholdings at rates fixed by regulations. However, there is no cost to you:

for any pay period for which you receive no pay.

after you retire on an immediate annuity, either for disability or after 12 years or more of creditable service of which at least 5 years are civilian service.

or

for certain periods during which you are receiving benefits under the Federal Employees Compensation law and are held to be unable to return to duty.

The group insurance provided by this plan is underwritten by a large number of private insurance companies which write group insurance. As provided in the law, the Office of Federal Employees' Group Life Insurance has been established to administer the insurance on behalf of these companies.

The insurance issued under the Group Policy is term insurance. You cannot assign it to anyone. It builds no cash, loan, paid-up or extended insurance values. Therefore, you should not look upon it as a substitute for any permanent insurance you own or contemplate purchasing.

Acquaint yourself and your family with the information in this Certificate. Keep it in a safe place known to you and your family so that in the event of your death your survivors will not overlook any insurance benefits which may then be payable.

The Group Policy provides you with two kinds of insurance during employment—life insurance and accidental death and dismemberment insurance. The amount of your insurance of each kind can be determined from the insurance schedule below.

**IF YOUR BASE PAY CHANGES**—The amount of your insurance may change if your pay changes (see Schedule of Regular Insurance below). The new amount of insurance will be effective on the date the pay change occurs. For all insurance purposes, a pay change is deemed to occur (1) on the stated effective date of the change or the date such change is approved, whichever is later, or (2) on the effective date of the change when a retroactive adjustment is actually the correction of an error, unless otherwise stipulated in a law providing for the change.

#### SCHEDULE OF REGULAR INSURANCE

ANNUAL BASE PAY (AS FIXED BY LAW OR REGULATION)			
GREATER THAN	BUT NOT GREATER THAN	AMOUNT OF LIFE INSURANCE	AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE
0	\$8,000	\$10,000	\$10,000
\$8,000	9,000	11,000	11,000
9,000	10,000	12,000	12,000
10,000	11,000	13,000	13,000
11,000	12,000	14,000	14,000
12,000	13,000	15,000	15,000
13,000	14,000	16,000	16,000
14,000	15,000	17,000	17,000
15,000	16,000	18,000	18,000
16,000	17,000	19,000	19,000
17,000	18,000	20,000	20,000
18,000	19,000	21,000	21,000
19,000	20,000	22,000	22,000
20,000	21,000	23,000	23,000
21,000	22,000	24,000	24,000
22,000	23,000	25,000	25,000
23,000	24,000	26,000	26,000
24,000	25,000	27,000	27,000
25,000	26,000	28,000	28,000
26,000	27,000	29,000	29,000
27,000	28,000	30,000	30,000
28,000	29,000	31,000	31,000
29,000	30,000	32,000	32,000
30,000	31,000	33,000	33,000
31,000	32,000	34,000	34,000
32,000	33,000	35,000	35,000
33,000	34,000	36,000	36,000
34,000	35,000	37,000	37,000
35,000	36,000	38,000	38,000
36,000	37,000	39,000	39,000
37,000	38,000	40,000	40,000
38,000	39,000	41,000	41,000
39,000	40,000	42,000	42,000
40,000	41,000	43,000	43,000
41,000	42,000	44,000	44,000
42,000		45,000	45,000

The maximum amount of regular insurance is automatically increased and the schedule of regular insurance is extended whenever the annual base pay for executive salary level II is increased.

#### CONDITIONS OF PAYMENT OF INSURANCE BENEFITS

**WHEN BENEFITS ARE PAID**—The benefits under this insurance program are payable if death or accidental injury occurs while you are insured and proper notice and proof are presented, as more fully explained under "Filing a Claim."

**Life Insurance Benefits**—The amount of your life insurance is payable in the event of your death, no matter how caused.

**Accidental Death and Dismemberment Insurance Benefits**—Benefits under this type of insurance are payable if, while insured, you receive bodily injuries solely through violent, external and accidental means (other than those noted under "Exceptions") and if as a direct result of the bodily injuries, independently of all other causes, and within 90 days afterwards you lose your life, limb, or eyesight. Loss of limb is defined as the loss of a hand or a foot by severance at or above the wrist joint or ankle joint, respectively. Loss of sight, either in one or both eyes, must be total and permanent.

Half the amount of such insurance is payable to you for the loss of one limb or sight of one eye under such circumstances, or the full amount for two or more such losses. The full amount of such insurance is payable in the case of loss of life. The accidental death benefit is in addition to any life insurance benefit payable.

For all such losses resulting from any one accident, no more than the full amount of accidental death and dismemberment insurance is payable.

**EXCEPTIONS**—Payment for accidental death or dismemberment will not be made if your death or loss is:

- caused wholly or partly, directly or indirectly, by disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- caused wholly or partly, directly or indirectly, by ptomaine or by bacterial infection, except only septic infection of and through a visible wound sustained solely through violent, external and accidental means, or
- caused wholly or partly, directly or indirectly, by hernia, no matter how or when sustained, or
- caused directly or indirectly by war (declared or undeclared), any act of war, or any aggression by armed forces, against the United States, in which nuclear weapons are actually being used, or
- caused directly or indirectly by war (declared or undeclared), any act of war, armed aggression, or insurrection, in which you are, at the time the bodily injury occurs, or
- caused by or the result of intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

Your beneficiary or other survivor as described under "Who Receives Your Death Benefit" must send in a claim and furnish written proof of death or loss. You must also send in a claim and furnish written proof of death or loss. Your employing office can supply a claim form and other assistance.

All notices and proofs of your death or accidental loss should be sent to your employing office which will submit them to the "Office of Federal Employees' Group Life Insurance." It is the responsibility of the person to whom the benefits are payable, however, to furnish notice of loss and proof of loss within the time specified below.

An accident which results in loss of life, limb, or eyesight must be reported within 20 days after the accident. Proof of the loss resulting from the accident must be submitted on the form provided not later than 90 days after the date of the loss. However, if it is not possible to furnish notice or proof in the time specified, the requirements will be met if such notice or proof is furnished as soon as reasonably possible.

The Office of Federal Employees' Group Life Insurance has the right to have a physician examine you during the period in which you are claiming benefits for loss of limb or eyesight, as well as the right to require an autopsy in the event of a claim for accidental death benefits, unless the autopsy is forbidden by law.

#### DISCONTINUANCE OF INSURANCE

Your entire insurance coverage stops on the earliest of the following dates:

- The date you are separated from the service.
- The date a period of 12 months of non-pay status ends.
- The day immediately before the date you enter on active duty or active duty for training as a member of one of the uniformed services, unless the period of such duty is covered by military leave with pay from your civilian position.
- The date of any other change in your employment which results in your ceasing to be an employee eligible for insurance.
- The last day of the pay period during which your employing office receives a waiver of insurance coverage from you.
- The date of termination of the Group Policy.

#### CONVERTING TO AN INDIVIDUAL POLICY

If your insurance coverage stops under (1), (2), (3), or (4) of "Discontinuance of Insurance," you may apply for an individual life insurance policy unless, within three calendar days after the date your insurance stops, you return to Government service in the same or another position in which you are eligible to reacquire Federal Employees Group Life Insurance. While you need not take a medical examination, the following conditions apply:

- The individual policy will be issued by any insurance company you select which has been accepted by the Civil Service Commission as eligible and which has agreed to issue such policies under the provisions of the Group Policy;
- The individual policy may be any form then customarily issued by the insurance company you select, excepting term insurance, but without disability or accidental death or dismemberment benefits;
- You may choose to have this individual policy written for an amount equal to or less than the amount of life insurance you have under the Group Policy on the date your insurance stops;
- You must make written application and pay the first premium within the 31 days after your insurance stops, or within such longer period as the Office of Federal Employees' Group Life Insurance may allow. The premium will be that required for the form and amount of the policy applied for at your age and class of risk at that time.

At the time your insurance stops you may obtain detailed information concerning your right to apply for an individual policy upon request to the Office of Federal Employees' Group Life Insurance.

#### TEMPORARY PROTECTION AFTER DISCONTINUANCE

If you should die during the 31 days after the date your insurance coverage stops, other than by waiver or termination of the Group Policy, an amount equal to the amount of life insurance you had on the date your insurance stopped will be payable under the Group Policy, subject to proof in the usual manner. This death benefit is payable whether or not you had applied for an individual policy or paid the first premium for it. However, if you had again become insured as an employee under the Group Policy before your death during the 31-day period, this death benefit will be reduced by whatever life insurance benefit is then payable on your account under the Group Policy. Furthermore, if an individual policy is issued before your death during the 31-day period, this death benefit will be reduced by the amount of insurance for which the individual policy is issued unless the individual policy is surrendered without claim to the insurance company which issued it.

#### RETIREMENT AND EMPLOYEES' COMPENSATION

If at the time your insurance would otherwise stop under item (1) or (2) of "Discontinuance of Insurance" the Civil Service Commission determines that you are retiring on an immediate annuity because of disability or after at least 12 years of creditable service of which at least 5 years are civilian service, and you do not exercise your right to convert to an individual policy, then life insurance only (NOT accidental death and dismemberment insurance) will continue during retirement. The amount of your life insurance will be the same as you had at retirement, until the end of the calendar month that follows the one in which your 65th birthday or your retirement, whichever is later, falls. Your life insurance will then be reduced by 2%. Further reductions of the same amount will be effective at midnight of the last day of each subsequent calendar month until your life insurance reaches 25% of the amount you had at retirement. The correct date of your birth will be used in determining the amounts payable under the Group Policy. If there is any question, it will be resolved by proof of your date of birth.

If you are receiving compensation under the Federal Employees' Compensation Act because of work injury and are held to be unable to return to duty, your life insurance only will be continued for periods while you are receiving benefits under the Federal Employees' Compensation Act because of work injury and are held to be unable to return to duty.